

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

SEP - 4 2012

TRAVIS FUNK,

PATRICIA PRESLEY, COURT CLERK
by _____ DEPUTY

Plaintiff,

vs.

Case No.: CJ 2012-2012-5632

FARMERS INSURANCE COMPANY,
INC., a foreign corporation, FARMERS
INSURANCE EXCHANGE, a foreign
corporation, AND FARMERS NEW
WORLD LIFE INSURANCE COMPANY,
a foreign corporation,

THOMAS E. PRINCE

Defendants.

PETITION

COMES NOW, the Plaintiff, TRAVIS FUNK (hereafter "FUNK"), by counsel of record, and for his causes of action against the Defendants, and each of them, alleges and states as follows:

1. That Plaintiff is an individual resident of Oklahoma, County, State of Oklahoma; that Defendants Farmers Insurance Company, Farmers Insurance Exchange and Farmers New World Life Insurance Company are foreign corporations, duly licensed and authorized to do business in the state of Oklahoma; that the contract that is the subject of this matter was signed in Oklahoma; that this Court has personal jurisdiction over the parties and subject matter jurisdiction, and venue is proper.

2. That on or about the 16th day of November, 2004, the Defendants issued to FUNK a policy of insurance, policy number 007359017U, covering the life of his wife, Sabra R. Funk a/k/a Sabra Rachel Thorp, with a face amount of \$250,000.00.

3. That at all times relevant herein, FUNK was the named beneficiary for policy 007359017U.

4. That at all times relevant herein, the policy of insurance was in full force and effect.

5. That on or about the 22nd day of October, 2008, Sabra R. Funk a/k/a Sabra Rachel Thorp died.

6. That thereafter FUNK demanded the Defendants, and each of them, honor their contract of insurance and make payments to the beneficiary named in the policy, per the contract of insurance.

7. That the Defendants, and each of them, have wholly and wrongfully failed to honor the contract of insurance, and are in breach of the contract executed on the 16th day of November, 2004.

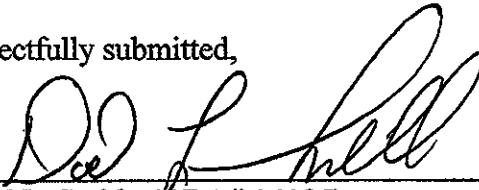
8. That the Defendants relationship with the Plaintiff is a fiduciary relationship and/or a special relationship making the laws governing fiduciary relationships applicable. Despite this fiduciary relationship, Defendants refuse to honor their prior commitment, and pay the policy limits to the named beneficiary.

9. That the Plaintiff has been damaged in the amount in excess of Ten Thousand Dollars.

WHEREFORE, premises considered, Plaintiff Travis Funk prays for judgment in his favor, and against the Defendants, Defendants Farmers Insurance Company, Farmers Insurance Exchange and Farmers New World Life Insurance Company, and each of them, for an amount in excess of Ten Thousand Dollars (\$10,000.00), for costs of this

action, for a reasonable attorney fee, and for such other and further relief this Court deems just and proper.

Respectfully submitted,



David L. Smith, (OBA# 14185)

James M. Reid, (OBA# 12831)

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Attorneys for the Plaintiff, Travis Funk

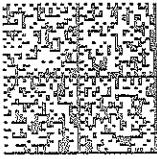
ATTORNEY LIEN CLAIMED

CERTIFIED MAIL

Insurance Commissioner
Oklahoma Insurance Department
5 Corporate Plaza
3625 N.W. 56th St., Ste. #100
Oklahoma City, OK 73112-4511



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